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10 Attorney for Defendant LINKEDIN CORPORATION

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13 **SAN JOSE DIVISION**

14 L. W. A., individually and on behalf of all
15 others similarly situated,

16 Plaintiff,

17 v.

18 LINKEDIN CORPORATION,

19 Defendant.

20 Case No.

21 **DECLARATION OF JONHATAN A.
ARAGON IN SUPPORT OF
DEFENDANT LINKEDIN
CORPORATION'S NOTICE OF
REMOVAL OF CIVIL ACTION**

22 Removed from the Superior Court of the State
of California for the County of Santa Clara

23 Complaint Filed: October 22, 2024

24 Action Removed: November 25, 2024

25 **DEMAND FOR JURY TRIAL**

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27
28

29 DECLARATION OF JONHATAN ARAGON IN SUPPORT OF DEFENDANT LINKEDIN CORPORATION'S
30 NOTICE OF REMOVAL OF CIVIL ACTION
Case No.

DECLARATION OF JONHATAN A. ARAGON

1. I am an attorney at Keker, Van Nest & Peters LLP, counsel for Defendant LinkedIn Corporation (“LinkedIn”) in the above-captioned matter. I have personal knowledge of the facts contained herein, and if called as a witness, I could and would testify competently thereto.

2. This declaration is filed in support of LinkedIn's Notice of Removal of Civil Action.

3. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's file-stamped complaint filed on October 22, 2024, in the Superior Court of the State of California for the County of Santa Clara and styled *L.W.A. v. LinkedIn Corporation*, Case No. 24CV450084.

4. Attached hereto as **Exhibit B** is a true and correct copy of the summons Plaintiff served on LinkedIn on October 28, 2024.

5. Attached hereto as **Exhibit C** is a true and correct copy of the Civil Case Cover Sheet Plaintiff filed on October 22, 2024, in the Superior Court of the State of California for the County of Santa Clara.

6. Attached hereto as **Exhibit D** is a true and correct copy of the Proof of Service Plaintiff filed on October 30, 2024, in the Superior Court of the State of California for the County of Santa Clara.

7. Attached hereto as **Exhibit E** is a true and correct copy of the Notice of Stipulation and Stipulation to Extend Time for Responsive Pleading filed on November 21, 2024, in the Superior Court of the State of California for the County of Santa Clara.

8. No other state-court process, pleadings, or orders were served on LinkedIn or filed in state court.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 25, 2024 at San Francisco, California.

KEKER, VAN NEST & PETERS LLP

By

JONHATAN A. ARAGON

Attorney for Defendant LINKEDIN
CORPORATION

Exhibit A

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E-FILED
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Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV450084
Reviewed By: M. Suarez

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8
9 **FOR THE COUNTY OF SANTA CLARA**

10 L.W.A., individually and on behalf of all
11 others similarly situated,

24CV450084
Case No.

12 Plaintiff,

CLASS ACTION

13 v.

COMPLAINT

14 LINKEDIN CORPORATION,

15 Defendant.

1 Plaintiff L.W.A. (“Plaintiff”) brings this class action complaint on behalf of herself, and all
 2 other persons similarly situated against Defendant LinkedIn Corporation (“LinkedIn” or
 3 (“Defendant”). Plaintiff brings this action based on personal knowledge of the facts pertaining to
 4 herself, and on information and belief as to all other matters, by and through the investigation of
 5 undersigned counsel.

6 **NATURE OF THE ACTION**

7 1. Plaintiff brings this suit on behalf of all LinkedIn users who live in the United States
 8 and completed the weight loss and health history survey on www.noom.com (the “Website”). The
 9 Website is owned and operated by Noom, Inc. (“Noom”).

10 2. Noom describes itself as a “consumer-led digital health company that helps people
 11 live healthier, happier lives.”¹ In order to access Noom’s services, consumers must share sensitive,
 12 personal information, including their weight loss history and goals, current medical history, and
 13 other confidential medical information. When consumers engage with online health companies,
 14 data privacy is especially important due the sensitive nature of the information being disclosed.
 15 When consumers access online health services, they must be able to trust their information is
 16 protected from unauthorized disclosure to third parties. When consumers know their information is
 17 secure, they are more likely to pursue the help they need to reach their health-related and weight
 18 loss goals.

19 3. Medical information is protected by state and federal law. Given these protections,
 20 consumers reasonably expect that confidential medical information shared to establish a weight-
 21 loss plan will remain confidential. However, unbeknownst to Plaintiff and members of the putative
 22 class, LinkedIn intentionally intercepted these sensitive and confidential communications,
 23 including information concerning the current medical and behavioral conditions shared by
 24 consumer when completing a health survey on Noom’s Website. Because this case concerns
 25 LinkedIn account holders, LinkedIn matches the information it receives from Noom to the specific
 26 consumer who provided the information. LinkedIn failed to receive consent for these

27
 28 ¹ NOOM, ABOUT US, <https://www.noom.com/about-us/>

1 interceptions, and thereby engaged in conduct that expressly contravened its own terms and
 2 representations.

3 4. LinkedIn develops, owns, and operates “the world’s largest professional network
 4 with more than 1 billion members in more than 200 countries and territories worldwide.”²
 5 LinkedIn is also an advertising company that touts its ability to leverage the data it collects online
 6 to deliver targeted marketing to specific users.

7 5. Defendant intentionally intercepted confidential information from Noom’s Website
 8 for target advertising purposes. Plaintiff brings this action for legal and equitable remedies
 9 resulting from these illegal acts.

10 PARTIES

11 6. Plaintiff L.W.A. is domiciled in San Diego, California. Plaintiff maintained a
 12 LinkedIn account at all relevant times before and after completing a health survey on Noom’s
 13 Website. When Plaintiff created her LinkedIn account she agreed to LinkedIn’s User Agreement,
 14 which provides that “You and LinkedIn agree that the laws of the State of California, U.S.A. . . .
 15 shall exclusively govern any dispute relating to this Contract and/or the Services.”³ LinkedIn’s
 16 “Services,” includes those related to its software code known as the LinkedIn Insight Tag.⁴

17 7. In or around December 2023, Plaintiff completed a survey to develop a weight loss
 18 plan on the Noom Website. Plaintiff used a Google browser that she also uses to access her
 19 LinkedIn account. When completing the survey on the Website, Plaintiff disclosed sensitive
 20 information, including confidential medical information, to determine her eligibility for Noom’s
 21 weight loss services, as described more thoroughly herein. Plaintiff was required to provide
 22 sensitive, private information about her eating habits, medical history, and behaviors.
 23 Unbeknownst to Plaintiff, LinkedIn was tracking her private activity on Noom’s Website using the
 24 LinkedIn Insight Tag. LinkedIn used this software to track Plaintiff and intercept her
 25 communications with Noom, including communications that contained confidential information

26 ² LINKEDIN, ABOUT, https://about.linkedin.com/?trk=homepage-basic_directory_aboutUrl.

27 ³ LINKEDIN, USER AGREEMENT, <https://www.linkedin.com/legal/user-agreement#dispute>

28 ⁴ *Id.*

related to her health, such as her weight loss profile, her biology & clinical eligibility, her eating habits & behavioral profile, and her holistic health profile. LinkedIn never received consent from Plaintiff or received permission to track or sell her data to advertisers. LinkedIn's acts and practices, as described herein, are an egregious breach of Plaintiff's privacy.

8. Defendant LinkedIn Corporation is a Delaware corporation with its principal place of business located in Sunnyvale, California. Defendant LinkedIn, at all times, knew that the incorporation of its software onto the Noom Website would result in its interception of confidential medical information. Defendant LinkedIn, as the creator of its software and the LinkedIn Insight Tag, knew that it intercepted users' interactions on the Website that incorporated its technology. Defendant LinkedIn is well aware of the dangers of incorporating such technology on websites that offer medical and health services but continues to do so because of the value of the data it intercepts.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over this class action. This Court has personal jurisdiction over the parties because Defendant resides in California, Plaintiff submits to the jurisdiction of the Court, and because Defendant, at all times relevant hereto, has systematically and continually conducted, and continues to conduct, business in California.

10. Venue is proper in this Court pursuant to Civil Code §§ 395 and 395.5. Defendant conducts business in this County and throughout the State of California and its principal place of business is in this County.

FACTUAL ALLEGATIONS

A. LinkedIn's Platform and Business Tools

11. LinkedIn markets itself as “the world’s largest professional network on the internet[.]”⁵ But LinkedIn is no longer simply a tool to help users find jobs or expand their professional network. LinkedIn has moved into the marketing and advertising space and boasts of its ability to allow potential advertisers to “[r]each 1 billion+ professionals around the world” via

⁵ LINKEDIN, WHAT IS LINKEDIN AND HOW CAN I USE IT?, <https://www.linkedin.com/help/linkedin/answer/a548441#>.

1 its Marketing Solutions services.⁶ Recently, LinkedIn was projected as being responsible for
 2 “roughly 0.9 percent of the global ad revenue” which included approximately \$5.91 billion in
 3 advertising revenue in 2022.⁷

4 12. According to LinkedIn, “[t]argeting is a foundational element of running a
 5 successful advertising campaign — [g]etting your targeting right leads to higher engagement, and
 6 ultimately, higher conversion rates.”⁸ Targeting refers to ensuring that advertisements are targeted
 7 to, and appear in front of, the target demographic for an advertisement. To that end, LinkedIn’s
 8 Marketing Solutions services allow potential advertisers to “[b]uild strategic campaigns” targeting
 9 specific users.⁹ LinkedIn’s “marketing solutions allow advertisers to select specific characteristics
 10 to help them reach their ideal audience. The ads [users] see on LinkedIn are then targeted to
 11 provide content relevant to [the users].”¹⁰

12 13. As a result of its activities and operation of the LinkedIn Insight Tag, LinkedIn is
 13 able to make extremely personal inferences about individuals’ demographics, intent, behavior,
 14 engagement, interests, buying decisions, and more.¹¹

15 14. The personal information and communications obtained by LinkedIn are used to
 16 fuel various services offered via LinkedIn’s Marketing Solutions including Ad Targeting, Matched
 17 Audiences, Audience Expansion, and LinkedIn Audience Network.¹²

20 6 LINKEDIN, MARKETING SOLUTIONS, <https://business.linkedin.com/marketing-solutions>.

21 7 Valentina Dencheva, *LinkedIn annual ad revenue 2017-2027*, STATISTA (Dec. 12, 2023),
<https://www.statista.com/statistics/275933/linkedins-advertising-revenue>.

22 8 LINKEDIN, REACH YOUR AUDIENCE: TARGETING ON LINKEDIN, p.3,
<https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf>.

24 9 LINKEDIN, *supra* note 5.

25 10 LINKEDIN, LINKEDIN ADS AND MARKETING SOLUTIONS,
<https://www.linkedin.com/help/lms/answer/a421454>.

26 11 See LINKEDIN, MARKETING SOLUTIONS, <https://business.linkedin.com/marketing-solutions/audience> (“Target audiences through demographic marketing[,]” “Zero in on intent, behavior, engagement, interests, and more[,]” and “Reach the LinkedIn audience involved in the buying decision”).

28 12 See *id.*

1 15. Such information is extremely valuable to marketers and advertisers because the
 2 inferences derived from users' personal information and communications allows marketers and
 3 advertisers, including healthcare providers and insurance companies, to target potential
 4 customers.¹³

5 16. For example, through the use of LinkedIn's Audience Network, marketers and
 6 advertisers are able to expand their reach and advertise on sites other than LinkedIn to "reach
 7 millions of professionals across multiple touchpoints."¹⁴ According to Broc Munro of Microsoft,
 8 "[w]e gravitate towards social platforms like LinkedIn to achieve more targeted marketing
 9 engagement. However, we know that our audiences don't spend all their time on social media.
 10 LinkedIn Audience Network enables us to expand our reach to trusted sites while still respecting
 11 our audience targeting. This increases the impact of our advertising."¹⁵

12 17. In July 2022, "LinkedIn Marketing Solutions surpassed \$5 billion in annual
 13 revenue[.]"¹⁶ That figure is "expected to further grow to reach 10.35 billion U.S. dollars by
 14 2027."¹⁷

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16 ¹³ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy> ("We serve you
 17 tailored ads both on and off our Services. We offer you choices regarding personalized ads, but you
 18 cannot opt-out of seeing other ads."); LINKEDIN, ACCOUNT TARGETING,
 19 <https://business.linkedin.com/marketing-solutions/ad-targeting> ("Target your ideal customer based
 20 on traits like their job title, company name or industry, and by professional or personal interests");
 21 LINKEDIN, EXAMPLES OF TRENDING AND BEST-IN-CLASS HEALTHCARE CAMPAIGNS AND CONTENT,
 22 p.6, <https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/healthcare-microsite/resources/lkin-lms-sales-healthcare-campaigns-trending-content-Jan2023.pdf> ("BD
 23 zeroed in on the end-benefit with a 30 second video introducing their PIVO needle-free blood
 24 collection device to potential customers."); LINKEDIN, HEALTHCARE SOCIAL MEDIA STRATEGIES FOR
 25 2023, p.1, <https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/healthcare-microsite/resources/hc-social-media-trends.pdf> (listing "potential customers"
 26 as "Common audiences" for insurance sector).

27 ¹⁴ LINKEDIN, ACCOUNT TARGETING, <https://business.linkedin.com/marketing-solutions/ad-targeting>.

28 ¹⁵ LINKEDIN, LINKEDIN AUDIENCE NETWORK, <https://business.linkedin.com/marketing-solutions/native-advertising/linkedin-audience-network>.

29 ¹⁶ *LinkedIn Business Highlights from Microsoft's FY22 Q4 Earnings*, LINKEDIN PRESSROOM (July
 30 25, 2022), <https://news.linkedin.com/2022/july/linkedin-business-highlights-from-microsoft-s-fy22-q4earnings#:~:text=And%20LinkedIn%20Marketing%20Solutions%20surpassed,revenue%20for%20the%20first%20time>.

31 ¹⁷ Dencheva, *supra* note 7.

1 18. According to LinkedIn, the LinkedIn Insight Tag is “[a] simple code snippet added
 2 to [a] website [that] can help you optimize your campaigns, retarget your website visitors, and
 3 learn more about your audiences.”¹⁸ LinkedIn represents that the LinkedIn Insight Tag “enable[s]
 4 in-depth campaign reporting and unlock[s] valuable insights about your website visitors.”¹⁹

5 19. LinkedIn’s current iteration of its Insight Tag is a JavaScript-based code which
 6 allows for the installation of its software.²⁰ A critical feature allows the LinkedIn Insight Tag to
 7 track users, even when third-party cookies are blocked.²¹ LinkedIn “recommend[s] using the
 8 JavaScript-based Insight Tag or Conversions API” because third-party cookie settings are being
 9 deprecated across the industry.²² Embedding the JavaScript as a first-party cookie causes users’
 10 browsers to treat the LinkedIn Insight Tag as though it is offered by the website being visited,
 11 rather than by LinkedIn. Doing so ensures that the third-party cookie-blocking functions of
 12 modern web browsers do not prevent LinkedIn from collecting data through its software.²³ Instead,
 13 the LinkedIn Insight Tag is shielded with the same privacy exemptions offered to first-party
 14 cookies.

15 20. When a user who has signed in to LinkedIn (even if the user subsequently logs out)
 16 is browsing a website where the LinkedIn Insight Tag has been embedded, an HTTP request is sent
 17 using cookies, which includes information about the user’s actions on the website.

18 21. These cookies also include data that differentiate users from one another and can be
 19 used to link the data collected to the user’s LinkedIn profile.

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 23 ¹⁸ LINKEDIN, INSIGHT TAG, <https://business.linkedin.com/marketing-solutions/insight-tag>.

24 ¹⁹ LINKEDIN, LINKEDIN INSIGHT TAG FAQS, <https://www.linkedin.com/help/lms/answer/a427660>.

25 ²⁰ LINKEDIN, *supra* note 17.

26 ²¹ *Id.* (“It’s important for advertisers to prepare for these changes by switching to JavaScript tags
 27 and enabling ‘enhanced conversion tracking’ in the Insight Tag settings to continue capturing
 28 signals where 3rd party cookies are blocked.”).

²² *See id.*

²³ *See id.*

1 22. The HTTP request about an individual who has previously signed into LinkedIn
 2 includes requests from the “li_sugr” and “lms_ads” cookies. Each of these cookies are used by
 3 LinkedIn “to identify LinkedIn Members off LinkedIn” for advertising purposes.²⁴

4 23. For example, the “li_sugr” cookie is “[u]sed to make a probabilistic match of a
 5 user’s identity.”²⁵ Similarly, the “lms_ads” cookie is “[u]sed to identify LinkedIn Members off
 6 LinkedIn for advertising.”²⁶

7 24. A LinkedIn profile contains information including an individual’s first and last
 8 name, place of work, contact information, and other personal details. Based on information it
 9 obtains through the LinkedIn Insight Tag, Defendant LinkedIn is able to target its account holders
 10 for advertising.

11 25. LinkedIn never receives consent from users to intercept and collect electronic
 12 communications containing their sensitive and unlawfully disclosed information. In fact, LinkedIn
 13 expressly warrants the opposite.

14 26. When first signing up, a user agrees to the User Agreement.²⁷ By using or
 15 continuing to use LinkedIn’s Services, users agree to two additional agreements: the Privacy
 16 Policy²⁸ and the Cookie Policy.²⁹ For California residents, LinkedIn also publishes a California
 17 Privacy Disclosure.³⁰

18 27. LinkedIn’s Privacy Policy begins by stating that “LinkedIn’s mission is to connect
 19 the world’s professionals Central to this mission is our commitment to be transparent about
 20 the data we collect about you, how it is used and with whom it is shared.”³¹

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²⁴ LINKEDIN, LINKEDIN COOKIE TABLE, <https://www.linkedin.com/legal/l/cookie-table>.

23 ²⁵ See *id.*

24 ²⁶ See *id.*

25 ²⁷ LINKEDIN, USER AGREEMENT, <https://www.linkedin.com/legal/user-agreement>.

26 ²⁸ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

27 ²⁹ LINKEDIN, COOKIE POLICY, <https://www.linkedin.com/legal/cookie-policy>.

28 ³⁰ LINKEDIN, CALIFORNIA PRIVACY DISCLOSURE, <https://www.linkedin.com/legal/california-privacy-disclosure>.

29 ³¹ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

1 28. The Privacy Policy goes on to describe what data LinkedIn collects from various
 2 sources, including cookies and similar technologies.³² LinkedIn states “we use cookies and similar
 3 technologies (e.g., pixels and ad tags) to collect data (e.g., device IDs) to recognize you and your
 4 device(s) on, off and across different services and devices where you have engaged with our
 5 Services. We also allow some others to use cookies as described in our Cookie Policy.”³³

6 29. However, LinkedIn offers an express representation: **“We will only collect and**
 7 **process personal data about you where we have lawful bases.”**³⁴

8 30. Despite this explicit representation, LinkedIn intentionally intercepts and receives
 9 sensitive information in violation of state and federal privacy laws due to the value of the data.

10 31. Users never choose to provide sensitive information to LinkedIn because, among
 11 other reasons, they never know whether a particular website uses the LinkedIn Insight Tag, and, if
 12 so, what sensitive personal data it collects.

13 **B. How LinkedIn Intercepted Plaintiff’s and Class Members’**
 14 **Protected Health Information**

15 32. Noom is a digital health company that helps connect consumers with clinicians to
 16 meet their weight-loss goals. Upon entering the Website, Noom warrants that it provides “trusted,
 17 proven, sustainable weight loss.”³⁵

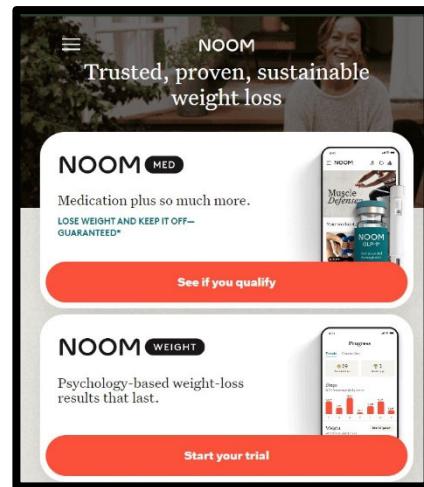
18 33. Noom provides prospective customers two options, Noom Med and Noom Weight.
 19 Noom Med is a medication-based weight loss program, and Noom Weight is a psychology-based
 20 weight loss program. *See Figure 1.*

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³² *Id.*

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 28
³³ *Id.*

³⁴ *Id.* (emphasis added).

³⁵ NOOM, <https://www.noom.com/>

1 **Figure 1:**

10 34. To begin, consumers must provide Noom with certain information to determine
 11 their eligibility for using Noom services including, but not limited to, their name, age range,
 12 current weight, their target weight, and existing health conditions, as well as their stress levels and
 13 sleep habits.

14 35. Unbeknownst to consumers, LinkedIn was tracking their activity the moment they
 15 entered the Noom Website.

16 36. For example, the LinkedIn Insight Tag was embedded on the Website, which
 17 allowed LinkedIn to intercept and record “click” events. Click events detail information about
 18 which page on the Website the consumer was viewing as well as the selections they were making.

19 37. Through the LinkedIn Insight Tag, Defendant intercepted consumers confidential
 20 information related to their weight loss questionnaires in order to monetize that data for targeted
 21 advertising. *See, e.g.*, Figures 2-3.

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5 **Figure 2:**
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The image shows a screenshot of a mobile application or website interface. At the top, there is a header with the text "CLINICAL WEIGHT LOSS PROFILE" and a back arrow icon. Below the header, the text "Are you pregnant?" is displayed. Underneath this question are four rectangular buttons, each containing a response option. The options are: "Yes", "No, but I am currently nursing", "No, but I'm planning to be within the next 6 months", and "No".

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16 38. Once a prospective customer enters their private information and clicks a response
17 to complete the survey, the information from the respective question and response is transmitted to
18 Noom, and simultaneously intercepted by LinkedIn through the LinkedIn Insight Tag. *See Figure*
19 3.

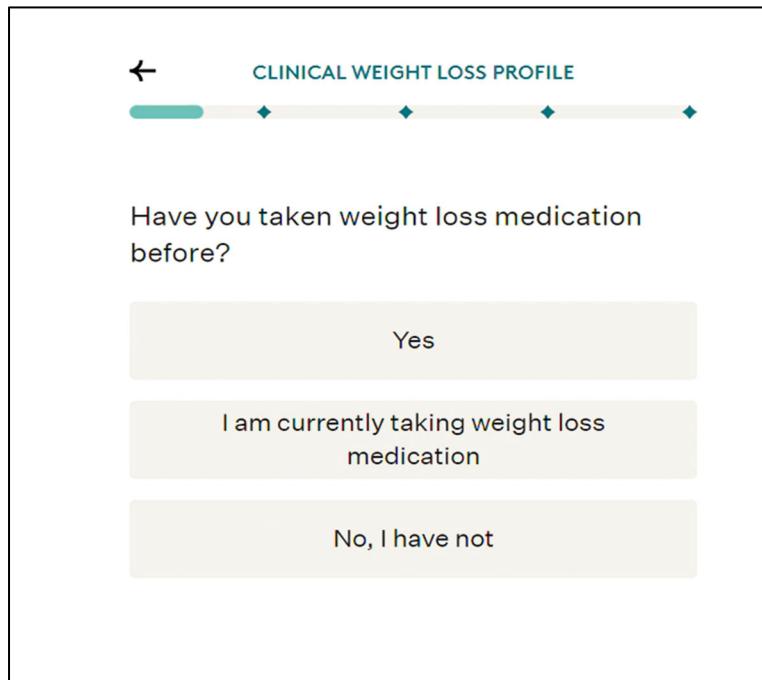
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Figure 3:

LinkedIn - pregnant
<https://px.ads.linkedin.com/wa/>
Wed Sep 18 12:57:48 EDT 2024

```
{  
  "pids": [35076],  
  "scriptVersion": 172,  
  "time": 1726678668569,  
  "domain": "noom.com",  
  "url": "https://noom.com/survey/pregnant?route=clinical&utm_medium=none&utm_source=direct",  
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",  
  "websiteSignalRequestId": "3f540dd0-9f7d-89fa-f5f5-65314daa51cc",  
  "isTranslated": false,  
  "liFatal": "",  
  "liGiant": "",  
  "misc": {  
    "psbState": -4  
  },  
  "isLinkedInApp": false,  
  "beam": null,  
  "signalType": "CLICK",  
  "href": "",  
  "domAttributes": {  
    "elementSemanticType": null,  
    "elementValue": null,  
    "elementType": "button",  
    "tagName": "BUTTON",  
    "backgroundImageSrc": null,  
    "imageSrc": null,  
    "imageAlt": null  
  },  
  "innerText": "No, but I'm planning to be within the next 6 months",  
  "elementTitle": null,  
  "cursor": "pointer",  
  "formAction": null,  
  "isFormSubmission": false  
}
```

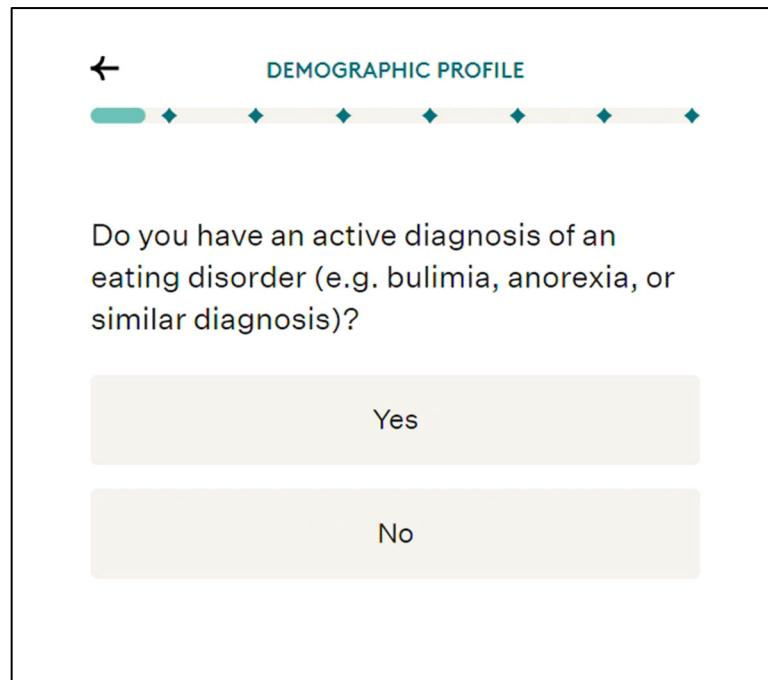
39. The questionnaire on the Noom Website asks several questions related to private, confidential health information in order to develop a weight loss plan or provide weight loss medication to consumers. Through the LinkedIn Insight Tag, Defendant intercepts all responses entered by consumers, as shown below.

1 **Figure 4:**13 **Figure 5:**

```

14 LinkedIn - previous medication
15 https://px.ads.linkedin.com/wa/
16 vWed Sep 18 13:02:09 EDT 2024
17 {
18     "pids": [35076],
19     "scriptVersion": 172,
20     "time": 1726678929765,
21     "domain": "noom.com",
22     "url": "https://noom.com/survey/previousMedication", Compounded?
23     "route": "clinical&utm_medium=none&utm_source=direct",
24     "pageTitle": "Noom: Stop dieting. Get lifelong results.",
25     "websiteSignalRequestId": "4b8b5d13-58be-c5b1-0363-3a88de095b29",
26     "isTranslated": false,
27     "liFatId": "",
28     "liGiant": "",
29     "misc": {
30         "psbState": -4
31     },
32     "isLinkedInApp": false,
33     "hem": null,
34     "signalType": "CLICK"
35     "href": "",
36     "domAttributes": {
37         "elementSemanticType": null,
38         "elementValue": null,
39         "elementType": "button",
40         "tagName": "BUTTON",
41         "backgroundImageSrc": null,
42         "imageSrc": null,
43         "imageAlt": null
44         "innerText": "I am currently taking weight loss medication",
45         "elementTitle": null,
46         "cursor": "pointer",
47         "formAction": null,
48         "isFormSubmission": false
49     }
50 }

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Figure 6:13
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Figure 7:

```
LinkedIn – eating disorder
https://px.ads.linkedin.com/wa
Tue Oct 08 11:26:09 EDT 2024
{
  "pids": [35076],
  "scriptVersion": 172,
  "time": 1728401169663,
  "domain": "noom.com",
  "url": "https://noom.com/survey/eatingDisorderPreConfirmation?
route=_direct&utm_medium=none&utm_source=direct",
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",
  "websiteSignalRequestId": "74f37ca4-d4d1-2848-bd7a-7ff52ed3db45",
  "isTranslated": false,
  "liFatId": "",
  "liGiant": "",
  "misc": {
    "psbState": -4
  },
  "isLinkedInApp": false,
  "hem": null,
  "signalType": "CLICK",
  "href": "",
  "domAttributes": {
    "elementSemanticType": null,
    "elementValue": null,
    "elementType": "button",
    "tagName": "BUTTON",
    "backgroundImageSrc": null,
    "imageSrc": null,
    "imageAlt": null,
    "innerText": "Yes"
  },
  "elementTitle": null,
  "cursor": "pointer",
  "formAction": null,
  "isFormSubmission": false
}
```

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← DEMOGRAPHIC PROFILE

Are you at risk of any of the following?

High Blood Pressure

Diabetes

High Cholesterol

Insomnia

Osteoarthritis

Depression

Other

None

Figure 9:

LinkedIn - risks insomnia
https://px.ads.linkedin.com/wa
Wed Sep 18 13:03:33 EDT

```
{  
  "pids": [35076],  
  "scriptVersion": 172,  
  "time": 1726679013337,  
  "domain": "noom.com"  
  "url": "https://noom.com/survey/currentHealthRisk",  
  "route": "_direct&utm_medium=none&utm_source=direct",  
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",  
  "websiteSignalRequestId": "9ff0a412-2735-c000-8715-4f152a9f1a92",  
  "isTranslated": false,  
  "liFatId": "",  
  "liGiant": "",  
  "misc": {  
    "psbState": -4  
  },  
  "isLinkedInApp": false,  
  "hem": null  
  "signalType": "CLICK"  
  "href": "",  
  "domAttributes": {  
    "elementSemanticType": null,  
    "elementValue": null,  
    "elementType": "checkbox",  
    "tagName": "INPUT",  
    "backgroundImageSrc": null,  
    "imageSrc": null,  
    "imageAlt": null,  
    "innerText": "",  
    "elementTitle": null,  
    "cursor": "pointer",  
    "formAction": null,  
    "isFormSubmission": false  
  },  
  "tagName": "form",  
  "nthChild": 0,  
  "classes": ["css-1e3x24n"],  
  "attributes": {  
    "data-cy": "question",  
    "data-cy-question": "currentHealthRisk"  
  }  
  "tagName": "input",  
  "nthChild": 0,  
  "classes": ["css-mpb2v", "e14ie1z61"],  
  "attributes": {  
    "type": "checkbox",  
    "data-cy": "insomnia"  
  }  
}
```

Figure 10:

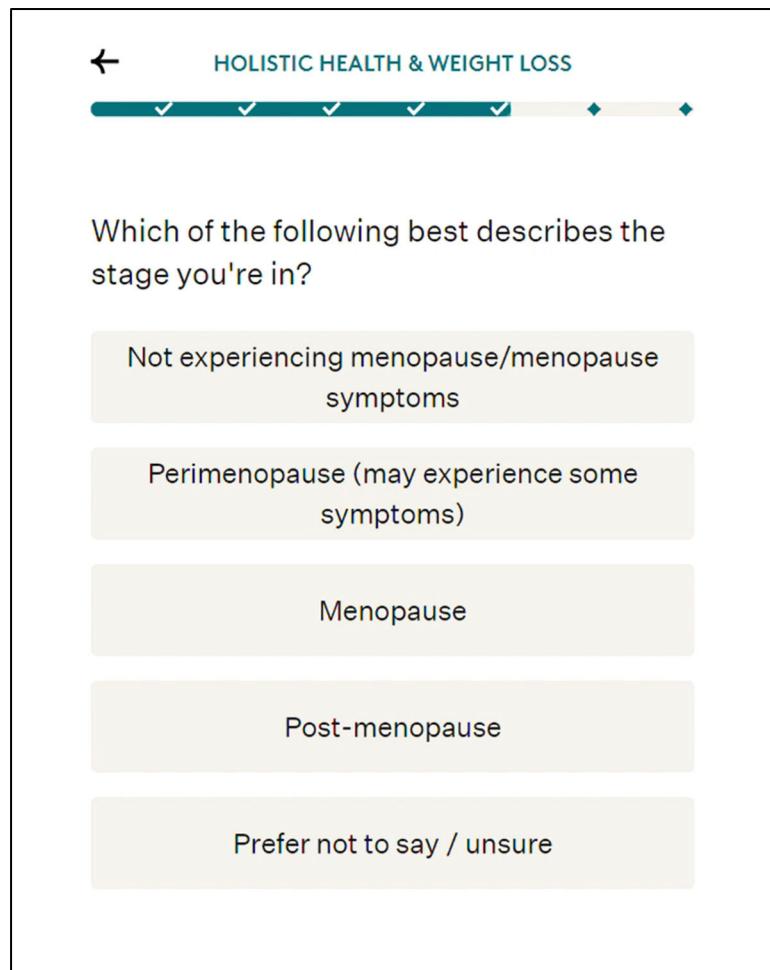
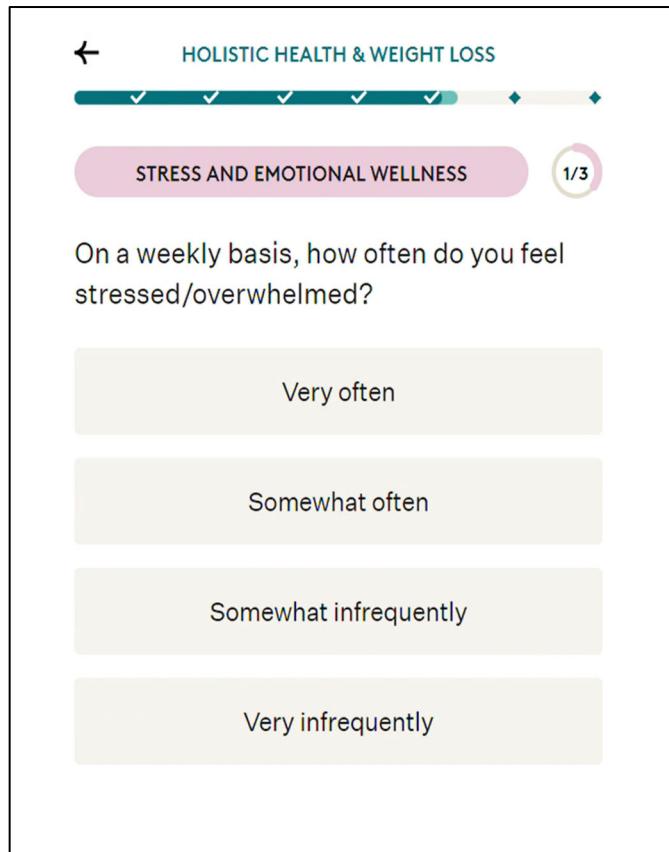


Figure 11:

LinkedIn - menopause
<https://px.ads.linkedin.com/wa/>
Wed Sep 18 13:08:49 EDT 2024

```
{  
  "pids": [35076],  
  "scriptVersion": 172,  
  "time": 1726679329659,  
  "domain": "noom.com",  
  "url": "https://noom.com/payment/survey/menopauseStatus?",  
  "route": "_direct&utm_medium=none&utm_source=direct",  
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",  
  "websiteSignalRequestId": "6bd65871-1d2f-86f4-5986-ee73f5b70e46",  
  "isTranslated": false,  
  "liFatal": "",  
  "liGiant": "",  
  "misc": {  
    "psbState": -4  
  },  
  "isLinkedInApp": false,  
  "hem": null,  
  "signalType": "CLICK",  
  "href": "",  
  "domAttributes": {  
    "elementSemanticType": null,  
    "elementValue": null,  
    "elementType": "button",  
    "tagName": "BUTTON",  
    "backgroundImageSrc": null,  
    "imageSrc": null,  
    "imageAlt": null,  
    "innerText": "Not experiencing menopause/menopause symptoms",  
    "elementTitle": null,  
    "cursor": "pointer",  
    "formAction": null,  
    "isFormSubmission": false  
  }  
}
```

1 **Figure 12:**16 **Figure 13:**

```
1 linkedIn - stress how often
2 https://px.ads.linkedin.com/wa/
3 Wed Sep 18 13:09:09 EDT 2024
4 {
5     "pids": [35076],
6     "scriptVersion": 172,
7     "time": 1726679349346,
8     "domain": "noom.com",
9     "url": "https://noom.com/payment/survey/nm-bundle/stressHowOften?",
10    "route=_direct&utm_medium=none&utm_source=direct",
11    "pageTitle": "Noom: Stop dieting. Get lifelong results.",
12    "websiteSignalRequestId": "2cfdfbef-d402-8c48-e38f-20ac409c294a",
13    "isTranslated": false,
14    "liFatId": "",
15    "liGiant": "",
16    "misc": {
17        "psbState": -4
18    },
19    "isLinkedInApp": false,
20    "hem": null,
21    "signalType": "CLICK",
22    "href": "",
23    "domAttributes": {
24        "elementSemanticType": null,
25        "elementValue": null,
26        "elementType": "button",
27        "tagName": "BUTTON",
28        "backgroundImageSrc": null,
29        "imageSrc": null,
30        "imageAlt": null,
31        "innerText": "Very often"
32    }
33 }
```

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Figure 14:
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← HOLISTIC HEALTH & WEIGHT LOSS

STRESS AND EMOTIONAL WELLNESS 2/3

Please select any of the following things you might do if you're feeling stressed or overwhelmed:

Eat sugary snacks or junk food

Drink alcohol

Exercise

Breathing or meditation

Nothing

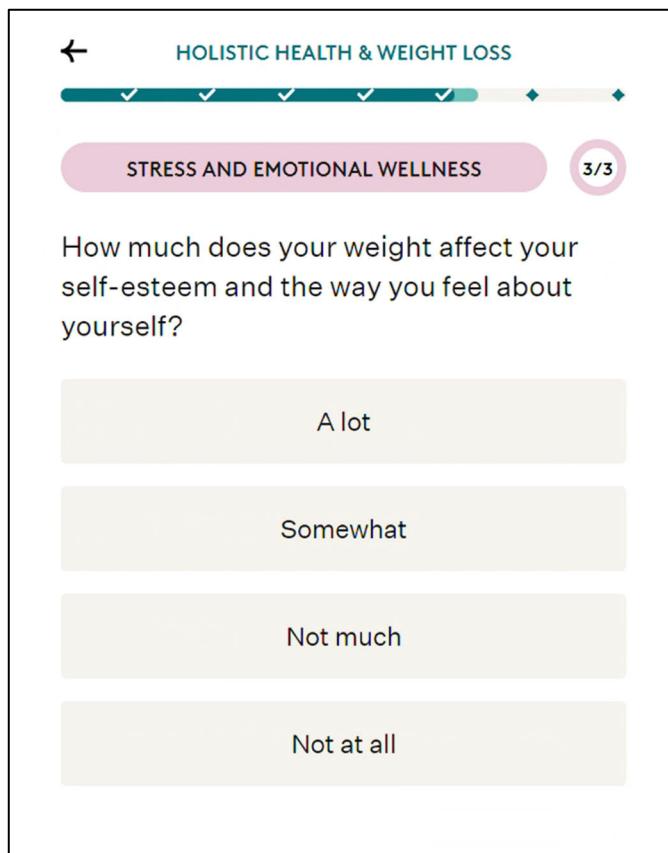
I don't get stressed or overwhelmed

Figures 15 and 16:

LinkedIn – stress coping mechanism drink alcohol
<https://px.ads.linkedin.com/waypoint>
Wed Sep 18 13:09:13 EDT 2024

```
{  
  "pids": [35076],  
  "scriptVersion": 172,  
  "time": 1726679353943,  
  "domain": "noom.com"  
  "url": "https://noom.com/payment/survey/nm-bundle/stressCopingMechanisms?  
route=_direct&utm_medium=none&utm_source=direct",  
  "pageTitle": "Noom: Stop dieting. Get lifelong results.",  
  "websiteSignalRequestId": "ca774e07-7f34-e6bc-5469-62bb3bdd7e78",  
  "isTranslated": false,  
  "liFatId": "",  
  "liGiant": "",  
  "misc": {  
    "psbState": -4  
  },  
  "isLinkedInApp": false,  
  "hem": null  
  "signalType": "CLICK"  
  "href": "",  
  "domAttributes": {  
    "elementSemanticType": null,  
    "elementValue": null,  
    "elementType": "checkbox",  
    "tagName": "INPUT",  
    "backgroundImageSrc": null,  
    "imageSrc": null,  
    "imageAlt": null,  
    "innerText": "",  
    "elementTitle": null,  
    "cursor": "pointer",  
    "formAction": null,  
    "isFormSubmission": false  
  },  
  {  
    "tagName": "form",  
    "nthChild": 1,  
    "classes": ["css-1e3x24n"],  
    "attributes": {  
      "data-cy": "question",  
      "data-cy-question": "stressCopingMechanisms"  
    },  
    {  
      "tagName": "input",  
      "nthChild": 0,  
      "classes": ["css-mpb2vj", "e14ie1z61"],  
      "attributes": {  
        "type": "checkbox",  
        "data-cy": "drinkAlcohol"  
      }  
    }  
  }  
}
```

```
        "tagName": "form",
        "nthChild": 1,
        "classes": ["css-1e3x24n"],
        "attributes": {
            "data-cy": "question",
            "data-cy-question": "stressCopingMechanisms"
            "data-gtm-form-interact-id": "1"
        },
        {
            "tagName": "input",
            "nthChild": 0,
            "classes": ["css-mpb2vj", "e14ie1z61"],
            "attributes": {
                "type": "checkbox",
                "data-cy": "eatJunkFood"
            }
        }
    }
}
```

1 **Figure 17:**16 **Figure 18:**

```
17 LinkedIn - stress self esteem
18 https://px.ads.linkedin.com/wa/
19 Wed Sep 18 13:09:21 EDT 2024
20 {
21   "pids": [35076],
22   "scriptVersion": 172,
23   "time": 1726679361818,
24   "domain": "noom.com",
25   "url": "https://noom.com/payment/survey/nm-bundle/stressAffectSelfEsteem?
26 route=_direct&utm_medium=none&utm_source=direct",
27   "pageTitle": "Noom: Stop dieting. Get lifelong results.",
28   "websiteSignalRequestId": "a24f492f-10e7-a8f5-f622-746957e5efd7",
29   "isTranslated": false,
30   "liFatId": "",
31   "liGiant": "",
32   "misc": {
33     "psbState": -4
34   },
35   "isLinkedInApp": false,
36   "hem": null
37   "signalType": "CLICK"
38   "href": "",
39   "domAttributes": {
40     "elementSemanticType": null,
41     "elementValue": null,
42     "elementType": "button",
43     "tagName": "BUTTON",
44     "backgroundImageSrc": null,
45     "imageSrc": null,
46     "imageAlt": null
47     "innerText": "A lot"
48     "elementTitle": null,
49     "cursor": "pointer",
50     "formAction": null,
51     "isFormSubmission": false
52   }
53 }
```

1 40. These interceptions also included the li_sugr and lms_ads cookies, which LinkedIn
 2 utilizes to identify its account holders for targeted advertising.

3 41. LinkedIn incorporated the information it intercepted from the Noom Website into its
 4 marketing tools to fuel its targeted advertising service.

5 42. The requested information is protected by state and federal law, and consumers
 6 would not disclose such information if they knew it was being unlawfully intercepted by a third
 7 party. Plaintiff never consented, agreed, authorized, or otherwise permitted LinkedIn to intercept
 8 her confidential health information.

9 43. By law, Plaintiff is entitled to privacy in her protected health information and
 10 confidential communications. LinkedIn deprived Plaintiff of her privacy rights when it
 11 implemented a system that surreptitiously tracked and recorded Plaintiff's and other online
 12 consumers' confidential communications, personally identifiable information, and protected health
 13 information.

14 **CLASS ACTION ALLEGATIONS**

15 44. Plaintiff brings this action on behalf of all LinkedIn account holders in the United
 16 States who completed a questionnaire on www.noom.com (the "Class").

17 45. Excluded from the Class is Defendant, the officers and directors of the Defendant at
 18 all relevant times, members of their immediate families and their legal representatives, heirs,
 19 successors, or assigns and any entity in which either Defendant have or had a controlling interest.

20 46. Plaintiff is a member of the Class she seeks to represent.

21 47. Members of the putative Class are so numerous that their individual joinder herein
 22 is impracticable. Based on information and Plaintiff's belief, members of the putative Class
 23 number in the thousands. The precise number of putative Class members and their identities are
 24 unknown to Plaintiff at this time but may be determined through discovery. Putative Class
 25 members may be notified of the pendency of this action by mail and/or publication through the
 26 distribution of Defendant's records.

48. Common questions of law and fact exist as to all putative Class members and predominate over questions affecting only individual Class members. Common legal and factual questions include, but are not limited to:

- a. Whether LinkedIn's conduct violates the California Invasion of Privacy Act, Cal. Penal Code § 630, *et seq.*;
- b. Whether LinkedIn learned the contents of Plaintiff's and Class members' communications with Noom;
- c. Whether LinkedIn used the information it learned from the contents of Plaintiff's and Class members' communications with Noom; and
- d. Whether LinkedIn intentionally used an electronic amplifying or recording device to eavesdrop or record Plaintiff's and Class members' confidential communications with Noom without the Plaintiff's and Class members' consent.

49. Plaintiff's claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendant's wrongful conduct. Plaintiff has no interests antagonistic to the interests of the other members of the Class. Plaintiff and all members of the Class have sustained economic injury arising out of Defendant's violations of statutory law as alleged herein.

50. Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of the putative Class members she seeks to represent, she has retained counsel competent and experienced in prosecuting class actions, and she intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and her counsel.

51. The class mechanism is superior to other available means for the fair and efficient adjudication of the claims of Plaintiff and the putative members of the Class. Each individual Class member may lack the resources to undergo the burden and expense of individual prosecution of the complex and extensive litigation necessary to establish Defendant's liability. Individualized litigation increases the delay and expense to all parties and multiplies the burden on the judicial system presented by the complex legal and factual issues of this case. Individualized litigation also

1 presents potential for inconsistent or contradictory judgments. In contrast, the class action device
 2 presents far fewer management difficulties and provides the benefits of single adjudication,
 3 economy of scale, and comprehensive supervision by a single court on the issue of Defendant's
 4 liability. Class treatment of the liability issues will ensure that all claims are consistently
 5 adjudicated.

6 52. California law applies to the entirety of the Class. California's substantive laws
 7 apply to every member of the Class, regardless of where in the United States the Class member
 8 resides. Defendant's own User Agreement explicitly states that "[i]n the unlikely event we end up
 9 in a legal dispute . . . you and LinkedIn agree to resolve it in California courts using California
 10 law[.]"³⁶ By choosing California law for the resolution of disputes covered by its User
 11 Agreement, LinkedIn concedes that it is appropriate for this Court to apply California law to the
 12 instant dispute to all Class members. Further, California's substantive laws may be constitutionally
 13 applied to the claims of Plaintiff and the Class members under the Due Process Clause, see U.S.
 14 Const. amend. XIV, § 1, and the Full Faith and Credit Clause. *See* U.S. Const. art. IV, § 1, of the
 15 U.S. Constitution. California has significant contact, or significant aggregation of contacts, the
 16 claims asserted by the Plaintiff and all Class members thereby creating state interests that ensure
 17 that the choice of California state law is not arbitrary or unfair. Defendant's decision to reside in
 18 California and avail itself of California's laws, and to engage in the challenged conduct from and
 19 emanating out of California, renders the application of California law to the claims herein
 20 constitutionally permissible. The application of California laws to the Class is also appropriate
 21 under California's choice of law rules because California has significant contacts to the claims of
 22 Plaintiff and the proposed Class and California has the greatest interest in applying its laws here.

23 53. Plaintiff reserves the right to revise the foregoing class allegations and definitions
 24 based on facts learned and legal developments following additional investigation, discovery, or
 25 otherwise.

26
 27
 28 ³⁶ LINKEDIN, USER AGREEMENT, note 2.

COUNT I
**Violation of the California Invasion of Privacy Act,
Cal. Penal Code § 631**

54. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class against Defendant.

55. The California Invasion of Privacy Act (the “CIPA”) is codified at California Penal Code Sections 630 to 638. The CIPA begins with its statement of purpose—namely, that the purpose of the CIPA is to “protect the right of privacy of the people of [California]” from the threat posed by “advances in science and technology [that] have led to the development of new devices and techniques for the purpose of eavesdropping upon private communications . . .” Cal. Penal Code § 630.

56. A person violates California Penal Code Section 631(a), if:

by means of any machine, instrument, or contrivance, or in any other manner, [s/he] intentionally taps, or makes any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any telegraph or telephone wire, line, cable, or instrument, including the wire, line, cable, or instrument of any internal telephonic communication system, or [s/he] willfully and without the consent of all parties to the communication, or in any unauthorized manner, reads, or attempts to read, or to learn the contents or meaning of any message, report, or communication while the same is in transit or passing over any wire, line, or cable, or is being sent from, or received at any place within this state; or [s/he] uses, or attempts to use, in any manner, or for any purpose, or to communicate in any way, any information so obtained . . .³⁷

57. To avoid liability under section 631(a), a defendant must show it had the consent of all parties to a communication.

58. At all relevant times, LinkedIn tracked and intercepted Plaintiff's and Class members' internet communications while using www.noom.com to determine their eligibility for Noom's weight loss services. These communications were intercepted without the authorization and consent of Plaintiff and Class members.

³⁷ Cal. Penal Code § 631(a).

1 59. Through these interceptions, LinkedIn intended to learn some meaning of the
2 content the visitors requested.

3 60. The following items constitute “machine[s], instrument[s], or contrivance[s]” under
4 the CIPA, and even if they do not, the LinkedIn Insight Tag fall under the broad catch-all category
5 of “any other manner”:

- 6 a. The computer codes and programs LinkedIn used to track Plaintiff and Class
7 members’ communications while they were navigating www.noom.com;
- 8 b. Plaintiff’s and Class members’ browsers;
- 9 c. Plaintiff’s and Class members’ computing and mobile devices;
- 10 d. LinkedIn’s web and ad servers;
- 11 e. The web and ad servers from which LinkedIn tracked and intercepted Plaintiff’s and
12 Class members’ communications while they were using a web browser to access or
13 navigate www.noom.com;
- 14 f. The computer codes and programs used by LinkedIn to effectuate its tracking and
15 interception of Plaintiff’s and Class members’ communications while they were
16 using a browser to visit www.noom.com; and
- 17 g. The plan LinkedIn carried out to effectuate its tracking and interception of
18 Plaintiff’s and Class members’ communications while they were using a web
19 browser or mobile device to visit www.noom.com.

20 61. At all relevant times, LinkedIn, though the LinkedIn Insight Tag, intentionally
21 tapped or made unauthorized connections with, the lines of internet communications between
22 Plaintiff and Class members and the Noom Website without the consent of all parties to the
23 communication.

24 62. LinkedIn, willfully and without the consent of Plaintiff and Class members, read or
25 attempted to read, or learn the contents or meaning of Plaintiff’s and Class members’
26 communications to Noom while the communications are in transit or passing over any wire, line or
27 able, or were being received at any place within California when it intercepted Plaintiff’s and Class
28 members’ communications and data with Noom.

63. LinkedIn used or attempted to use the communications and information they received through their tracking technology, including to supply advertising services.

64. The confidential information intercepted through the LinkedIn Insight Tag, including but not limited to pre-existing health conditions, constituted protected health information.

65. As a result of the above violations, Defendant is liable to Plaintiff and other Class members in the amount of \$5,000 dollars per violation or three times the amount of actual damages, whichever is greater. Additionally, California Penal Code Section 637.2 specifically states that “[it] is not a necessary prerequisite to an action pursuant to this section that the plaintiff has suffered, or be threatened with, actual damages.”

66. Under the CIPA, Defendant is also liable for reasonable attorney's fees, and other litigation costs, injunctive and declaratory relief, and punitive damages in an amount to be determined by a jury, but sufficient to prevent the same or similar conduct by Defendant in the future.

COUNT II
**Violation of the California Invasion of Privacy Act,
Cal. Penal Code § 632**

67. Plaintiff repeats the allegations contained in the paragraphs above as if fully set forth herein and brings this count individually and on behalf of the members of the Class against Defendant.

68. Cal. Penal Code § 632 prohibits “intentionally and without the consent of all parties to a confidential communication,” the “use[] [of] an electronic amplifying or recording device to eavesdrop upon or record the confidential communication.”

69. Section 632 defines “confidential communication” as “any communication carried on in circumstances as may reasonably indicate that any party to the communication desires it to be confined to the parties thereto[.]”

70. Plaintiff's and Class members' communications to Noom, including their sensitive personal and health information, such as information related to pre-existing health conditions, were

1 confidential communications for purposes of § 632, because Plaintiff and Class members had an
2 objectively reasonable expectation of privacy in this data.

3 71. Plaintiff and Class members expected their communications to Noom to be confined
4 to Noom in part, due to the protected nature of the health information at issue. Plaintiff and Class
5 members did not expect third parties, like LinkedIn, to secretly eavesdrop upon or record this
6 confidential information and their communications.

7 72. LinkedIn's tracking technology, i.e., the LinkedIn Insight Tag, are all electronic
8 amplifying or recording devices for purposes of § 632.

9 73. By contemporaneously intercepting and recording Plaintiff's and Class members'
10 confidential communications to Noom through this technology, LinkedIn eavesdropped and/or
11 recorded confidential communications through an electronic amplifying or recording device in
12 violation of § 632 of CIPA.

13 74. At no time did Plaintiff or Class members consent to LinkedIn's conduct, nor could
14 they reasonably expect that their communications to Noom would be overheard or recorded by
15 LinkedIn.

16 75. LinkedIn utilized Plaintiff's and Class members' sensitive personal and health
17 information for its own purposes, including for targeted advertising.

18 76. Plaintiff and Class members seek statutory damages in accordance with § 637.2(a)
19 which provides for the greater of: (1) \$5,000 per violation; or (2) three times the amount of
20 damages sustained by Plaintiff and the Class in an amount to be proven at trial, as well as
21 injunctive or other equitable relief.

22 77. Plaintiff and Class members have also suffered irreparable injury from these
23 unauthorized acts. Plaintiff's and Class members' sensitive data has been collected, viewed,
24 accessed, stored, by LinkedIn, have not been destroyed, and due to the continuing threat of such
25 injury, have no adequate remedy at law. Plaintiff and Class members are accordingly entitled to
26 injunctive relief.

1

COUNT III

Invasion of Privacy Under California's Constitution

2

3 78. Plaintiff repeats the allegations contained in the paragraphs above as if fully set
 4 forth herein and brings this count individually and on behalf of the members of the Class against
 5 Defendant.

6 79. Plaintiff and Class members have an interest in: (1) precluding the dissemination
 7 and/or misuse of their sensitive, confidential communications and protected health information;
 8 and (2) making personal decisions and/or conducting personal activities without observation,
 9 intrusion, or interference, including, but not limited to, the right to visit and interact with various
 10 internet sites without being subjected to wiretaps without Plaintiff's and Class members'
 11 knowledge or consent.

12 80. At all relevant times, by using the LinkedIn Insight Tag to record and communicate
 13 consumers' personal identifiers alongside their confidential medical communications, Defendant
 14 intentionally invaded Plaintiff's and Class members' privacy rights under the California
 15 Constitution.

16 81. Plaintiff and Class members had a reasonable expectation that their
 17 communications, identities, health information, and other data would remain confidential, and that
 18 Defendant would not intercept such information communicated on www.noom.com.

19 82. Plaintiff and Class members did not authorize Defendant to record and transmit
 20 Plaintiff's and Class members' private medical communications alongside their personally
 21 identifiable and health information.

22 83. This invasion of privacy was serious in nature, scope, and impact because it related
 23 to consumers' private medical communications. Moreover, it constituted an egregious breach of
 24 the societal norms underlying the privacy right.

25 84. Accordingly, Plaintiff and Class members seek all relief available for invasion of
 26 privacy under the California Constitution.

27

PRAYER FOR RELIEF

28

WHEREFORE, Plaintiff prays for relief and judgment, as follows:

- 1 A. For a determination that this action is a proper class action;
- 2 B. For an order certifying the Class, naming Plaintiff as representative of the
- 3 Class, and naming Plaintiff's attorneys as Class Counsel to represent the
- 4 Class;
- 5 C. For an order declaring that Defendant's conduct violated the statutes
- 6 referenced herein;
- 7 D. For an order finding in favor of Plaintiff and the Class on all counts asserted
- 8 herein;
- 9 E. For an award of compensatory damages, including statutory damages where
- 10 available, to Plaintiff and the Class members against Defendant for all
- 11 damages sustained as a result of Defendant's wrongdoing, in an amount to
- 12 be proven at trial;
- 13 F. For punitive damages, as warranted, in an amount to be determined at trial;
- 14 G. For an order requiring Defendant to disgorge revenues and profits
- 15 wrongfully obtained;
- 16 H. For prejudgment interest on all amounts awarded;
- 17 I. For injunctive relief as pleaded or as the Court may deem proper;
- 18 J. For an order awarding Plaintiff and the Class their reasonable attorneys' fees
- 19 and expenses and costs of suit; and
- 20 K. For an order granting Plaintiff and Class members such further relief as the
- 21 Court deems appropriate.

DEMAND FOR JURY TRIAL

23 Plaintiff, on behalf of herself and the proposed Class, demands a trial by jury for all of the
24 claims asserted in this Complaint so triable.

1 Dated: October 22, 2024

Respectfully submitted,

2 **BURSOR & FISHER, P.A.**

3 By: *Sarah N. Westcot*

4
5 Sarah N. Westcot (State Bar No. 264916)
6 701 Brickell Ave., Suite 2100
7 Miami, FL 33131-2800
8 Telephone: (305) 330-5512
9 Facsimile: (305) 676-9006
10 Email: swestcot@bursor.com

11
12 *Counsel for Plaintiff*

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Exhibit B

SUM-100

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

LINKEDIN CORPORATION,

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
 L.W.A., individually and on behalf of all others similarly situated,

FOR COURT USE ONLY
 (SOLO PARA USO DE LA CORTE)

E-FILED
 10/22/2024 4:43 PM
 Clerk of Court
 Superior Court of CA,
 County of Santa Clara
 24CV450084
 Reviewed By: M. Suarez
 Envelope: 17050403

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Superior Court of the State of California

County of Santa Clara. 191 North First Street, San Jose, CA 95113

CASE NUMBER:
 (Número del Caso):

24CV450084

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sarah N. Westcot, Burson & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131, Tel.: (305) 330-5512

DATE: 10/22/2024 4:43 PM Clerk, by M. Suarez, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify): LinkedIn Corporation
 under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

Page 1 of 1

Exhibit C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Sarah N. Westcot (State Bar No. 264916)

Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131

TELEPHONE NO.: (305) 330-5512

FAX NO.: (305) 676-9006

EMAIL ADDRESS: swestcot@bursor.com

ATTORNEY FOR (Name): Plaintiff L.W.A.

FOR COURT USE ONLY

Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/22/2024 4:43 PM
Reviewed By: M. Suarez
Case #24CV450084
Envelope: 17050403

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

STREET ADDRESS: 191 North First Street

MAILING ADDRESS:

CITY AND ZIP CODE: San Jose, CA 95113

BRANCH NAME:

CASE NAME:

L.W.A. v. LinkedIn Corporation

CIVIL CASE COVER SHEET		Complex Case Designation	CASE NUMBER:
<input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	<input type="checkbox"/> Counter <input type="checkbox"/> Joinder	24CV450084
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			JUDGE: DEPT.:

*Items 1–6 below must be completed (see instructions on page 2).*1. Check **one** box below for the case type that best describes this case:

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Auto (22)	<input type="checkbox"/> Breach of contract/warranty (06)	<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Uninsured motorist (46)	<input type="checkbox"/> Rule 3.740 collections (09)	<input type="checkbox"/> Construction defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	<input type="checkbox"/> Other collections (09)	<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Asbestos (04)	<input type="checkbox"/> Insurance coverage (18)	<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Product liability (24)	<input type="checkbox"/> Other contract (37)	<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Medical malpractice (45)	Real Property	<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
<input type="checkbox"/> Other PI/PD/WD (23)	<input type="checkbox"/> Eminent domain/Inverse condemnation (14)	Enforcement of Judgment
Non-PI/PD/WD (Other) Tort	<input type="checkbox"/> Wrongful eviction (33)	<input type="checkbox"/> Enforcement of judgment (20)
<input checked="" type="checkbox"/> Business tort/unfair business practice (07)	<input type="checkbox"/> Other real property (26)	Miscellaneous Civil Complaint
<input type="checkbox"/> Civil rights (08)	Unlawful Detainer	<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Defamation (13)	<input type="checkbox"/> Commercial (31)	<input type="checkbox"/> Other complaint (not specified above) (42)
<input type="checkbox"/> Fraud (16)	<input type="checkbox"/> Residential (32)	Miscellaneous Civil Petition
<input type="checkbox"/> Intellectual property (19)	<input type="checkbox"/> Drugs (38)	<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Professional negligence (25)	Judicial Review	<input type="checkbox"/> Other petition (not specified above) (43)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)	<input type="checkbox"/> Asset forfeiture (05)	
Employment	<input type="checkbox"/> Petition re: arbitration award (11)	
<input type="checkbox"/> Wrongful termination (36)	<input type="checkbox"/> Writ of mandate (02)	
<input type="checkbox"/> Other employment (15)	<input type="checkbox"/> Other judicial review (39)	

2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): Three

5. This case is is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 22, 2024

Sarah N. Westcot

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET**CM-010**

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–
Physicians & Surgeons

Other Professional Health Care Malpractice

Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

CASE TYPES AND EXAMPLES**Contract**

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court
Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

Exhibit D

<p>Attorney or Party without Attorney: Sarah N. Westcot (SBN 264916) BURSOR & FISHER, P.A. 701 BRICKELL AVENUE SUITE 1420 MIAMI, FL 33131 Telephone No: 305-330-5512</p> <p>Attorney For: Plaintiff</p>		<p>For Court Use Only</p> <p>Electronically Filed by Superior Court of CA, County of Santa Clara, on 10/30/2024 4:20 PM Reviewed By: R. Fleming Case #24CV450084 Envelope: 17145637</p>		R. Fleming
<p>Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT FOR THE STATE OF CALIFORNIA COUNTY OF SANTA CLARA</p>				
<p>Plaintiff: L.W.A., individually and on behalf of all others similarly situated Defendant: LINKEDIN CORPORATION</p>				
<p>PROOF OF SERVICE SUMMONS</p>		<p>Hearing Date:</p>	<p>Time:</p>	<p>Dept/Div:</p>
		<p>Case Number: 24CV450084</p>		

- At the time of service I was at least 18 years of age and not a party to this action.
- I served copies of the SUMMONS; COMPLAINT; CIVIL CASE COVER SHEET; CIVIL LAWSUIT NOTICE; ADR INFORMATION SHEET
- Party served: LINKEDIN CORPORATION
 - Person served: KOY SAECHAO, CSC LAWYERS INCORPORATING SERVICE, REGISTERED AGENT FOR SERVICE OF PROCESS
- Address where the party was served: 2710 GATEWAY OAKS DRIVE, SACRAMENTO, CA 95833
- I served the party:
 - by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Mon, Oct 28 2024 (2) at (time): 01:50 PM
 - (business)
 - (home)
 - (other):
- The "Notice to the Person Served" (on the summons) was completed as follows:
 - as an individual defendant.
 - as the person sued under the fictitious name of (specify):
 - as occupant.
 - On behalf of (specify): LINKEDIN CORPORATION
under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other:	



<i>Plaintiff:</i> L.W.A., individually and on behalf of all others similarly situated	<i>Case Number:</i>
Defendant: LINKEDIN CORPORATION	24CV450084

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

a. Name: Nancy Graddy
b. Address: FIRST LEGAL
1939 HARRISON STREET, SUITE 818
OAKLAND, CA 94612

c. Telephone number: (415) 626-3111

d. The fee for service was: 223.78

e. I am:

(1) not a registered California process server.

(2) exempt from registration under Business and Professions Code section 22350(b).

(3) a registered California process server:

(i) owner employee independent contractor

(ii) Registration No: 04-010, Placer County

(iii) County: Placer

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

N. Graddy

10/28/2024

(Date)

Nancy Graddy



Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF
SERVICE
SUMMONS

12071200
(6145059)
Page 2 of 2

Exhibit E

1 KEKER, VAN NEST & PETERS LLP
2 BENJAMIN BERKOWITZ - # 244441
bberkowitz@keker.com
3 MATAN SHACHAM - # 262348
mshacham@keker.com
4 CHRISTINA LEE - # 314339
clee@keker.com
5 SPENCER MCMANUS - # 322824
smcmanus@keker.com
6 ROBYN PARISER - # 335017
rpariser@keker.com
7 JONHATAN A. ARAGON - # 338756
jaragon@keker.com
8 633 Battery Street
San Francisco, CA 94111-1809
Telephone: 415 391 5400
9 Facsimile: 415 397 7188

10 Attorneys for Plaintiff L.W.A.

11

12

SUPERIOR COURT OF THE STATE OF CALIFORNIA

13

IN AND FOR THE COUNTY OF SANTA CLARA

14

L. W. A.,

Case No. 24CV450084

15

Plaintiff,

**NOTICE OF STIPULATION AND
STIPULATION TO EXTEND TIME FOR
RESPONSIVE PLEADING**

16

v.

Date Filed: October 22, 2024

17

LINKEDIN CORPORATION,

Trial Date: None Set

18

Defendant.

19

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1 **PLEASE TAKE NOTICE THAT:**

2 Pursuant to California Rule of Court 3.110(d) and the Stipulation filed concurrently
 3 herewith, Plaintiff L.W.A. (“Plaintiff”) and Defendant LinkedIn Corporation (“Defendant”)
 4 hereby stipulate to a 15-day extension for Defendant to respond to the complaint in this action
 5 (the “Complaint”).

6 **STIPULATION TO EXTEND TIME TO RESPOND TO COMPLAINT**

7 Plaintiff and Defendant, by and through their respective counsel of record, hereby
 8 stipulate as follows:

9 WHEREAS, Plaintiff served the Complaint and Summons on Defendant on October 28,
 10 2024;

11 WHEREAS, the parties have agreed to the 15-day extension provided by California Rule
 12 of Court 3.110(d);

13 IT IS HEREBY STIPULATED that the deadline for Defendant to respond to the
 14 Complaint is extended from November 27, 2024 to December 12, 2024.

15 **IT IS SO STIPULATED.**

16
 17 Dated: November 21, 2024

KEKER, VAN NEST & PETERS LLP

18
 19 By: /s/ Spencer McManus
 SPENCER MC MANUS

20
 21 Attorneys for Defendant LINKEDIN
 CORPORATION

22 Dated: November 21, 2024

BURSOR & FISHER, P.A.

23
 24 By: /s/ Sarah Westcot
 SARAH WESTCOT

25
 26 Attorneys for Plaintiff L.W.A.

1 PROOF OF SERVICE

2 I am employed in the City and County of San Francisco, State of California in the office of a
 3 member of the bar of this court at whose direction the following service was made. I am over the
 4 age of eighteen years and not a party to the within action. My business address is Keker, Van
 5 Nest & Peters LLP, 633 Battery Street, San Francisco, CA 94111-1809.

6 On November 21, 2024, I served the following document(s):

7 **NOTICE OF STIPULATION AND STIPULATION TO EXTEND TIME
 8 FOR RESPONSIVE PLEADING**

9 by **E-MAIL VIA PDF FILE**, by transmitting on this date via e-mail a true and correct
 10 copy scanned into an electronic file in Adobe “pdf” format. The transmission was reported
 11 as complete and without error.

12 Sarah N. Westcot

13 *Counsel for Plaintiff*

14 BURSOR & FISHER, P.A.
 15 701 Brickell Avenue, Suite 2100
 16 Miami, FL 33131-2800
 17 Telephone: (305) 330-5512
 18 Facsimile: (305) 676-9006
 19 swestcot@bursor.com

20 Executed on November 21, 2024, at San Francisco, California.

21 I declare under penalty of perjury under the laws of the State of California that the above is true
 22 and correct.

23 
 24 Hattie W. Jones